



**GARY L. PRYOR**  
DIRECTOR

# County of San Diego

## DEPARTMENT OF PLANNING AND LAND USE

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## Meeting Notes

### USDRIP Stakeholders Meeting

Thursday, May 17, 2007

Eucalyptus Hills School, Room 3, 11838 Valle Vista Rd. Lakeside, CA 92040

#### 1. Attendees

Devon Muto, County of San Diego DPLU, USDRIP Project Manager  
Gerald Trimble, KMA  
Michael Wong, KMA  
Steve Halfaker, LUSD  
Bonnie LaChappa, LUSD  
Rick Smith, LCPG  
Mark Baker, Lakeside Fire  
Mark Kennedy, Lakeside Land Company  
Frank Hilliker, Lakeside Chamber of Commerce  
Bruce Robertson, Lakeside Water District  
Kevin Hale, Lakeside River Park  
Fred Reale, City of San Diego  
Hugo Mora, County of San Diego HCD  
George Tockstien, Tockstein Group  
Edward Duling, LRC

#### 2. Feedback from Stakeholder Organizations/Other Comments

Several of the stakeholder representatives indicated that they reported on the past stakeholder meeting to their organization and received positive feedback.

Rick Smith of the Lakeside Community Planning Group (LCPG) indicated that he had been formally voted to represent the LCPG. Rick also presented a list of suggested additions to the USDRIP website (attached) and some suggested revisions for the 5 year implementation plan (attached).

The timing of the meeting notes was discussed. The County committed to providing draft meeting notes within a week of the meeting and providing the attendees with at least 48 hours to review the notes for corrections and additions. The County will also provide copies of handouts with the meeting notes.

Edward Duling suggested that the RDA consider funding some remaining flood control improvements if needed projects to incur debt.

### **3. Schedule**

A draft schedule was distributed (revised version attached). The schedule focuses on revisions to the 5 year implementation plan and review of the plan by the stakeholders and the LCPG. It was suggested that the mechanisms to implement the TIF program and expedited project processing be included in the list of documents need for the Board Hearing. It was also suggested that the stakeholders consider meeting more frequently closer to the Board Hearing. The schedule was reviewed and it was decided that a tentative meeting for Monday, August 6, be added. Since revising the 5 year implementation plan will be the focus of the efforts, the stakeholders were asked to review the plan and provide any early comments within the next two weeks. The County plans to prepare the first draft of the revised plan by the next stakeholder meeting.

### **4. Priorities for 5 Year Implementation**

#### **a) Lakeside Fire Station**

Lakeside Fire distributed a description of its fire station needs for the USDRIP area. The optimum location of the station would be on Lakeside Avenue between Channel Road and Valle Vista Road. The southern side of the road appears to be better because the parcels on the north are all residential and are smaller. Additionally, the RDA encompasses the lands to the south. The Hanson property was mentioned as a possibility but others indicated that there may be problems with that location because it would be inconsistent with the grants that the Lakeside River Park was pursuing for improvement of that property.

It was explained that locating the station on the south side of the San Diego River was not desired because response to the north side of the river would require crossing a bridge over the river. The Fire District was asked to provide more specifics about the assistance they would be requesting from the RDA and the arrangement for that assistance. It was decided that a separate meeting with the County, Lakeside Fire, and KMA should be held to explore this information further.

An example of a cooperation agreement was provided by KMA (attached).

#### **b) Transportation Impact Fee Assistance**

The County reported on its research related to Specific Plans that were exempt from the TIF. At the time the TIF was adopted, there was a Specific Plan area and specific projects that were exempted from paying the TIF. However, the reasons they were exempted was that they had provided another mechanism for mitigating for their cumulative traffic impacts (such as constructing road improvements themselves).

It was suggested that the RDA still consider exempting the RiverWay Specific Plan since it is already covered by an Environmental Impact Report that concludes that traffic impacts are significant and unavoidable. Also, because

the Specific Plan is covered by the RDA, the RDA can assume the responsibility for the road improvements instead of transferring them to the TIF program. The County indicated that it would be unlikely that they would support such a proposal since the purpose of the TIF is to fund the build out of its transportation network and, however, it would be considered.

It was suggested that the RDA consider a combination of exempting projects from the TIF and paying for the TIF. Since this TIF is broken into Local and Regional payments, maybe the Specific Plan could be exempt from the Local. It was also suggested that the RDA consider not only covering TIF fees but other permit processing fees for development projects.

The County indicated that it is leaning towards the original idea of funding the TIF fees entirely through the RDA funds because this is the most straight forward approach and that the TIF would remain whole. However, it would also consider the other proposals and would provide a summary of their consideration for review.

KMA provided an example/conceptual budget for the RDA (attached) and also a calculation of possible TIF expenditures based on projected development within the Project Area.

### **c) Project Processing**

The County reported that it was in the process of developing an internal expedite program for the RDA. Under the conceptual program, all projects in the RDA would be inventoried and monitored by the Project Manager. The projects would be processed by the same individual (either the Project Manager or another individual that the PM coordinated with). This would ensure consistency and efficiency. All projects would be given expedite status. This status would mean that a submittal of materials for review by the County would be marked Expedite to notify the planner of their status. That planner would be directed to make the Expedite project the next project that they work on once they complete what that are already working on.

Additionally, the planner would be directed to be solution oriented and to work with the developers to encourage development of the land since it benefits the RDA. Also, the Project Manager and/or planner would be tasked with coordinating with the other department (such as DPW and DPR) to ensure that their reviews are also consistent and efficient. The County plans to prepare a proposal for review by the stakeholders.

Also, the County presented the stakeholders with an inventory of all of the parcels in the Project Area (attached), including their development and permitting status. This inventory will be improved upon and may be used as a tool to contact property owner in order to assist them with development of their property.

## **5. Next Meeting is June 21<sup>st</sup>**

Meetings will be held every 3<sup>rd</sup> Thursday of each month at 9 a.m. at the same location.

USDRIP Stakeholders Meeting May 17, 2007

DPLU Web Site

Currently the following documents are available on the DPLU USDRIP site:

Redevelopment Plan for the Upper San Diego River Improvement Project (March 1995)

5 Year Implementation Plan for the Upper San Diego River Improvement Project (September 2006)

Viability Study for the Continuation of the Upper San Diego River Improvement Project (November 2006)

DPLU & KMA Presentation (February 2007)

DPR Trails Plan Presentation (February 2007)

Lakeside Union School District Presentation (February 2007)

Riverway (USDRIP) Specific Plan

Recommend the following documents be added to the DPLU USDRIP site:

Public Facilities Financing Plan

Habitat Management Plan

Flood Control Plan and proposed alignment

USDRIP Stakeholders Meeting May 17, 2007

5 Year Implementation Plan for the Upper San Diego River Improvement Project  
(September 2006)

General comments:

The LCPG would like this document to serve as a brief historical record of USDRIP as well as the Five Year Implementation Plan required by Health and Safety Code section 33490. Part 1 Introduction, pages 1 thru 15 serve this purpose. This would then be an invaluable document for the average individual to understand USDRIP without the requirement to digest the myriad of documents controlling the redevelopment project.

Recommend the following changes:

Pg 4, bullet 4. Delete "An additional amendment to the Flood Control Plan is currently pending" and add the amendment date and minute order above.

Pg 5, Future of USDRIP Project. Delete

Pg 14, 2<sup>nd</sup> paragraph, Infrastructure Funding. Add Mast Blvd..

Pg 17, 2<sup>nd</sup> paragraph, Program. This paragraph states the DPLU responsibility to a property owner with or without redevelopment. The program should state additional incentives or concessions not available outside the project area that the property owner could seek in developing his/her property.

Purpose: Encourage private sector investment in the project.

Pg 17, Section 2. Financing This section should contain a summary of the financial plan if this section is required.

Pg 19, Section 5, Project Area Management and Assessment, Program M-1 can be deleted or rewritten into the history on page 5, Future of USDRIP.

Pg 20, 2<sup>nd</sup> paragraph, Program delete "Should the Agency decide to continue with the Project Area after assessment of its viability," Capitalize "review".

Pg 20, Program M3, Program: delete "Should the Agency decide to continue with the Project Area after assessment of its viability," Capitalize "enter". Consider moving program M-3 to Section 4, Public Services and Facilities.

Pg 20, Program M4, Program: delete "Should the Agency decide to continue with the Project Area after assessment of its viability," Capitalize "review".

**Part 3, Housing Plan.** The LCPG would like the RDA to evaluate the concept of a modified single family use in the remaining residential areas of the project to create moderate income units. This modified use could be a duplex allowed on every fourteenth lot with a zero lot line. This concept would create two moderate income units on one 6000 square foot lot, each on their own 3000 square foot lot.

## Draft USDRIP Schedule

TASK/ACTIVITY	DATE
<b>Board of Supervisors Hearing</b>	<b>12-Mar-2007</b>
Stakeholders Meeting	19-Apr-2007
Lakeside Community Planning Group Meeting	2-May-2007
Lakeside Community Planning Group Meeting	16-May-2007
Stakeholders Meeting	17-May-2007
Lakeside Community Planning Group Meeting	6-Jun-2007
Lakeside Community Planning Group Meeting	20-Jun-2007
Stakeholders Meeting - <i>First Draft of Implementation Plan Due</i>	<b>21-Jun-2007</b>
<b>Comments on First Draft Due</b>	<b>29-Jun-2007</b>
Lakeside Community Planning Group Meeting - <i>Second Draft of Implementation Plan Due</i>	<b>18-Jul-2007</b>
Stakeholders Meeting	19-Jul-2007
Lakeside Community Planning Group Meeting	1-Aug-2007
<b>Comments on Second Draft Due</b>	<b>3-Aug-2007</b>
Stakeholders Meeting (Tentative)	6-Aug-2007
Lakeside Community Planning Group Meeting - <i>Draft Final Implementation Plan Due</i>	<b>15-Aug-2007</b>
<b>Board of Supervisors Docketing Initiated</b>	<b>15-Aug-2007</b>
Stakeholders Meeting	16-Aug-2007
<b>Posting of 35 day Notice for Board Hearing</b>	<b>22-Aug-2007</b>
<b>Documents Due for Board Hearing*</b>	<b>27-Aug-2007</b>
Lakeside Community Planning Group Meeting	5-Sep-2007
<b>No More Changes to Board Documents</b>	<b>7-Sep-2007</b>
Lakeside Community Planning Group Meeting	19-Sep-2007
Stakeholders Meeting	20-Sep-2007
<b>Board of Supervisors Hearing</b>	<b>26-Sep-2007</b>

\* Documents needed for Board Hearing should include: 1) Five Year Implementation Plan; 2) Cooperative agreement with Fire District; 3) Ordinance to extend Debt Incurrence Time Limit per SB 211; 4) Mechanisms to implement TIF and Project Processing Programs; 5) Others?

**San Diego Redevelopment Agency  
UPPER SAN DIEGO RIVER IMPROVEMENT PROJECT**



**NEW Lakeside Fire Station Two (Eucalyptus Hills)**

**PROJECT DESCRIPTION**

- **Project Description**

The construction of a fire headquarters facility which will encompass a fire station; administrative offices and meeting rooms; apparatus repair shop and a training annex.

This facility will be a replacement fire station for the present Station 2 (Eucalyptus Hills) which was built in 1966 which was designed to house only one paid firefighter on duty and volunteers. It will also replace the present apparatus repair shop built in 1976, which was designed to support a fleet of 15-20 vehicles, which now supports 40+ apparatus. Administrative and command staffs are currently housed at two different locations with no capabilities for consolidation or expansion. A replacement facility for Administration will allow for the consolidation of staff and operations. Presently the District does not have any in district training facilities and a training building will allow for increased opportunities.

Simultaneously the Fire District is attempting to relocate and construct a replacement fire station (Station One) for the Wintergardens community of Lakeside for similar a reason that requires the relocation of Fire Station Two.

- **Location**

Historical emergency incident statistics in conjunction with present and predicted development demonstrate a need to relocate the present fire station to a location that will be able to respond to a greater number of emergency requests for service more rapidly. To meet this need, the new station needs to be located more centrally to the service demographic needs of the community and on a traffic thoroughfare corridor.

The optimum location for the new fire station would be in the proximity of the 12100 to 12200 block of Lakeside Ave.





San Diego County Redevelopment Agency  
Upper San Diego River Improvement Project  
Lakeside Fire Protection District  
New Fire Facility

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- **Size of facility**

The existing facilities are undersized for today's fire service by almost 50%. To provide the required functions for each use there is a need to expand the existing square footage.

A fire station capable of housing multiple companies and an ambulance crew will need to be in the range of 15,000 to 20,000 square feet. The administration and command functions require approximately 7,500 to 10,000 square feet. An apparatus repair shop to service a fleet of 50 vehicles, half of which will be heavy apparatus will need to be between 5,000 to 7,000 square feet. A training building to provide adequate training opportunities for a department the size of Lakeside will need to be approximately 1,500 to 2,000 square feet.

This brings the total square foot requirements for this facility to something between 30,000 to 40,000 square feet.

- **Lot size**

A typical single engine company fire station which is between 8,500 to 10,000 square feet will require about one acre (43,560 sq.ft.). That is a ratio of about 1:4. Thus a facility ranging in size from 30-40,000 square feet will necessitate a lot in the vicinity of 3 to 4 acres. Of course, if the foot print was to be reduced by building a multiple story building, the lot size requirements could be reduced also.

- **Project Costs**

In California, the Building Code requires a fire station to be built to a higher standard than a typical residential or commercial building. A fire station is listed as an essential building and thus typical construction cost will range from \$350 to \$500 per square foot. This places a 30-40,000 square foot essential building's construction cost in the range of \$10-20,000,000. This does not include site acquisition.



San Diego County Redevelopment Agency  
Upper San Diego River Improvement Project  
Lakeside Fire Protection District  
New Fire Facility

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- **Funding alternatives**

The District has projected a capital replacement schedule out to year 2058 with associated expenditures and funding needs. The District has adopted a capital funding plan that will allow for the construction of two fire stations in the year 2009 with funding through mortgages. This plan limits the District's fiscal flexibility and is strongly dependant on revenue increases from property tax growth.

The District is considering implementing a bond, or a benefit fee increase or possibly a community facilities district (CFD) to fund construction. All options will require voter approval which at present appear not to have positive support. Further review supported by market research will need to be conducted prior to petitioning for an initiative.

The District is petitioning the Redevelopment Agency (RDA) for the Upper San Diego River Improvement Project to fund this development. This project falls within redevelopment guidelines for financing public facilities and will directly service properties within the RDA. The funding of this project will also return to the Fire District a portion of the property tax revenues lost through the redistribution formulas that were established to fund the RDA.

- **Time line**

The District is targeting 2009 to begin construction for this facility. Thus land acquisition and architectural work will need to begin within the next six months so that environmental and CEQA reports can be filed and construction permits acquired..

- **Cooperation Agreement**

This element of the project is still under review by the District's legal counsel.

## EXHIBIT 1

DRAFT FOR ILLUSTRATION PURPOSES ONLY

UPPER SAN DIEGO RIVER IMPROVEMENT PROJECT  
FIVE YEAR BUDGET AND FUNDING PLAN

	FY 2008 Budget	FY 2009 Budget	FY 2010 Budget	FY 2011 Budget	FY 2012 Budget
<b>Personnel</b>					
Salaries & Wages	\$ 250,000	\$ 270,000	\$ 300,000	\$ 330,000	\$ 350,000
Fringe Benefits	\$ 75,000	\$ 81,000	\$ 90,000	\$ 99,000	\$ 105,000
<b>Subtotal Personnel</b>	\$ 325,000	\$ 351,000	\$ 390,000	\$ 429,000	\$ 455,000
<b>Non-Personnel</b>					
Supplies & Equipment					
Information Technology					
Energy/Utilities					
Rent	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275
Admin/Legal/Planning/Other Services	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -
Capital & Special Projects	\$ 619,160	\$ 875,000	\$ 875,000	\$ 875,000	\$ 875,000
Loan Repayment	\$ -	\$ -	\$ -	\$ -	\$ -
Low/Mod Housing	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Repayment	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Reserve	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Non-Personnel</b>	\$ 819,160	\$ 1,076,500	\$ 928,045	\$ 929,636	\$ 931,275
<b>Total</b>	<b>\$ 1,144,160</b>	<b>\$ 1,427,500</b>	<b>\$ 1,318,045</b>	<b>\$ 1,358,636</b>	<b>\$ 1,386,275</b>
<b>Capital &amp; Special Projects</b>					
Fire Station					
Planning & Design	\$ 50,000	\$ 50,000			
Appraisals	\$ 10,000	\$ -			
Land Acq.	\$ -	\$ 750,000			
Legal	\$ 20,000	\$ 25,000			
Other consultants	\$ 50,000	\$ 50,000			
Survey & Hazmat	\$ 20,000	\$ -			
Subtotal	\$ 150,000	\$ 875,000			
Transportation Impact Fee Assistance (1)	\$ 394,160	\$ 394,160	\$ 394,160	\$ 394,160	\$ 491,720
Consultant Services	\$ 50,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Project Processing	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>Total Capital &amp; Special Projects</b>	<b>\$ 619,160</b>	<b>\$ 1,319,160</b>	<b>\$ 444,160</b>	<b>\$ 444,160</b>	<b>\$ 541,720</b>
<b>Total Budget</b>	<b>\$ 1,763,320</b>	<b>\$ 2,746,660</b>	<b>\$ 1,762,205</b>	<b>\$ 1,802,796</b>	<b>\$ 1,927,995</b>

(1) See Exhibit 2

**EXHIBIT 2**

**UPPER SAN DIEGO RIVER IMPROVEMENT PROJECT  
ESTIMATED TIF FUNDING ESCHEDULE**

FY	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
Industrial Absorption	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000
TIF Rate per SF	\$ 3.79	\$ 3.79	\$ 3.79	\$ 3.79	\$ 3.79	\$ 3.79	\$ 3.79	\$ 3.79	\$ 3.79	\$ 3.79
Annual Fee Collected	\$ 394,160	\$ 394,160	\$ 394,160	\$ 394,160	\$ 394,160	\$ 394,160	\$ 394,160	\$ 394,160	\$ 394,160	\$ 394,160
Residential Absorption (1)					20	20				
TIF Rate per SFR	\$ 4,878	\$ 4,878	\$ 4,878	\$ 4,878	\$ 4,878	\$ 4,878	\$ 4,878	\$ 4,878	\$ 4,878	\$ 4,878
Annual Fee Collected					\$ 97,560	\$ 97,560				
<b>Total Annual TIF</b>	<b>\$ 394,160</b>	<b>\$ 394,160</b>	<b>\$ 394,160</b>	<b>\$ 394,160</b>	<b>\$ 491,720</b>	<b>\$ 491,720</b>	<b>\$ 394,160</b>	<b>\$ 394,160</b>	<b>\$ 394,160</b>	<b>\$ 394,160</b>
<b>Total 10 Year Cumulative</b>	<b>\$ 4,136,720</b>									

(1) Assume 35 acres at west end of project plus 5 acres of egg farm with density of 5 unit per acre

MAP NUMBER	APN	OWNER NAME	ACREAGE	RIVER WAY SPECIFIC PLAN PLANNING AREA	CURRENT USE	PROJECTS		
						PERMIT #	DESCRIPTION	STATUS
1	379-010-08	Lakeside Land Co Inc	0.14	Yes	Undeveloped/Vacant	3100-5253 3100-5340 3200-20866 3500-02-035 3600-03-011 3710-01-0240 3710-02-0008 3800-05-007 3801-00-03 3801-02-01 3810-01-002 3910-0109017 3910-9810014B 3910-9810014D 3910-9810014E 3910-9810014G 3960-03-050 3970-02-027 3992-02-040 3992-02-231	TENTATIVE MAP - CONVERTED FROM LDMS TENTATIVE MAP - CONVERTED FROM LDMS TENTATIVE PARCEL MAP - STANDARD SITE PLAN - CONVERTED FROM LDMS REZONE (REZ) BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE TENTATIVE MAP - CONVERTED FROM LDMS PLAN AMENDMENT AUTHORIZATION PLAN AMENDMENT AUTHORIZATION SPECIFIC PLAN ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS TENTATIVE PARCEL MAP - STANDARD LANDSCAPE PLAN - CONVERTED FROM LDMS VARIANCE - CONVERTED FROM LDMS PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT)	DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE DONE
2	379-010-12	Lakeside Sanitation District	15.08	Yes	Transportation	None		
3	379-010-33	Lakeside Land Co Inc	54.55	Yes	Undeveloped/Vacant	3100-5253 3100-5340 3200-20866 3310-97-001 3400-96-028 3500-02-035 3500-04-008 3500-04-024 3600-03-011 3710-01-0240 3710-06-0212 3800-05-007 3801-00-03 3801-02-01 3810-01-002 3910-0109017 3910-9810014B 3910-9810014D 3910-9810014E 3910-9810014G 3960-03-050 3970-02-027	TENTATIVE MAP - CONVERTED FROM LDMS TENTATIVE MAP - CONVERTED FROM LDMS TENTATIVE PARCEL MAP - STANDARD RECLAMATION PLAN MINOR USE PERMIT - CONVERTED FROM LDMS SITE PLAN - CONVERTED FROM LDMS SITE PLAN - CONVERTED FROM LDMS SITE PLAN - STANDARD REZONE (REZ) BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE TENTATIVE MAP - CONVERTED FROM LDMS PLAN AMENDMENT AUTHORIZATION PLAN AMENDMENT AUTHORIZATION SPECIFIC PLAN ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS TENTATIVE PARCEL MAP - STANDARD LANDSCAPE PLAN - CONVERTED FROM LDMS VARIANCE - CONVERTED FROM LDMS	DONE DONE
4	379-024-02	Hilliker Harold I 2002 Separate Property Trust 06-20-02	5.24	Yes	INTENSIVE AGRICULTURE	None		
5	379-024-07	Elwell Curtis J & Vana K	0.99	Yes	Residential -Spaced Rural	None		
6	379-024-08	Padilla Juan & Maria	1.13	Yes	Residential -Spaced Rural	3992-05-004	SITE PLAN B DESIGNATOR	
7	379-024-09	Padilla Juan & Maria	0.69	Yes	Residential -Spaced Rural	None		
8	379-024-13	Mathison Robert D 2001 Revocable Trust	0.67	Yes	Residential -Spaced Rural	None		
9	379-024-14	Rand William D	0.33	Yes	Residential -Spaced Rural	None		
10	379-024-15	Rand William D	0.24	Yes	Residential -Spaced Rural	None		
11	379-024-17	Zoura Latif	0.65	Yes	Residential -Spaced Rural	None		
12	379-024-20	Rios Carlos R & Laura L	0.56	Yes	Residential -Spaced Rural	None		
13	379-024-23	Lakeside Investment Co L P	34.68	Yes	Agriculture	3181-5203 3199-5203 3910-0014016 3910-9810014J 3910-9810014N	TENTATIVE MAP - TIME EXTENSION TENTATIVE MAP - POST-APPROVAL CONDITIONS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - PREV CEQA TENTATIVE MAP - TIME EXTENSION	DONE OPEN DONE WDRN DONE
14	379-024-26	Shamoun Yousif	1.50	Yes	Residential -Spaced Rural	None		
15	379-024-30	County Of San Diego	0.11	Yes	Agriculture	3710-06-0212	BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE	OPEN
16	379-024-31	Shamoun Hani	2.60	Yes	Agriculture	3100-5436 3910-9810014M 3992-03-263	TENTATIVE MAP - STANDARD ENVIRONMENTAL REVIEW - PREV CEQA PRE-APPLICATION MEETING (NO PERMIT)	OPEN OPEN DONE

MAP NUMBER	APN	OWNER NAME	ACREAGE	RIVER WAY SPECIFIC PLAN PLANNING AREA	CURRENT USE	PROJECTS		
						PERMIT #	DESCRIPTION	STATUS
17	379-024-32	County Of San Diego	0.76	Yes	Agriculture	None		
18	379-024-34	County Of San Diego	0.41	Yes	Agriculture	3710-06-0212	BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE	OPEN
19	379-024-35	Zoura Latif A	0.85	Yes	Transportation	None		
20	379-024-37	Parker Warner H	2.13	Yes	Residential -Spaced Rural	None		
21	379-024-38	Zoura Latif	1.40	Yes	Residential -Spaced Rural	3992-05-266	Pre-app	DONE
22	379-142-01	Lakeside Land Co Inc	5.31	Yes	Industry - Extractive	3910-0208010 3910-9810014D 3992-02-231 3992-03-105	ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT)	DONE DONE DONE DONE
23	379-142-02		5.15	Yes	Industry - Extractive	3710-04-0102 3910-0208010 3960-05-004 3992-02-164 3992-02-231 3992-03-105 3992-03-191	BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT)	OPEN DONE OPEN DONE DONE DONE DONE
24	379-142-03	River Run East L P	5.27	Yes	Industry - Extractive	3710-04-0102 3910-0208010 3960-05-004 3992-02-164 3992-02-231 3992-03-105 3992-03-191	BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT)	OPEN DONE OPEN DONE DONE DONE DONE
25	379-143-01	Southland Envelope Co Inc	8.56	Yes	Industry - Light	3400-98-028 3910-9814027	MINOR USE PERMIT - CONVERTED FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS	DONE DONE
26	379-143-02	Lakeside Land Co Inc	12.99	Yes	Undeveloped/Vacant	3910-9810014D 3992-02-231	ENVIRONMENTAL REVIEW - CONVERT FROM LDMS PRE-APPLICATION MEETING (NO PERMIT)	DONE DONE
27	379-143-03	Lakeside Land Co Inc	5.26	Yes	Undeveloped/Vacant	3992-02-231	PRE-APPLICATION MEETING (NO PERMIT)	DONE
28	379-143-04	Lakeside Land Co Inc	5.40	Yes	Undeveloped/Vacant	3992-02-231	PRE-APPLICATION MEETING (NO PERMIT)	DONE
29	379-191-09	Lakeside Union School District	5.06	Yes	Schools	NONE		
30	379-191-10	Lakeside Union School District	2.66	Yes	Schools	NONE		
31	379-191-16	Chastang Christopher & Yvonne	3.12	Yes	Residential - Single Family	NONE		
32	379-192-15		2.67	Yes	Industry - Extractive	NONE		
33	379-200-01	Diferiderico John	2.94	Yes	Industry - Light	NONE		
34	379-200-11	Mission Gunite Inc	1.16	Yes	Industry - Light	NONE		
35	379-200-12	NFDE L L C	1.29	Yes	Industry - Light	NONE		
36	379-200-17	Patterson Scott & Nicole Family Trust 08-30-05	0.53	Yes	Industry - Light	NONE		
37	379-200-18	Zathas John J	2.51	Yes	Industry - Light	NONE		
38	379-200-26	Hanson Aggregates Pacific Southwest Inc	9.06	Yes	Industry - Extractive	3399-04-011 3700-07-0055 3960-07-007	MAJOR USE PERMIT-POST-APPRVL CONDITIONS BOUNDARY ADJUSTMENT LANDSCAPE PLAN - STANDARD	OPEN OPEN OPEN
39	379-200-27	Lakeside River Park Conservacy	1.14	Yes	Industry - Extractive	3700-07-0055	BOUNDARY ADJUSTMENT	OPEN
40	379-210-03	Clapp Steven J & Debra J	0.29	Yes	Industry - Light	NONE		
41	379-210-04	Towne Thomas	0.18	Yes	Industry - Light	NONE		
42	379-210-05	Towne Thomas	0.25	Yes	Industry - Light	NONE		
43	379-210-06	Hanson Aggregates Pacific Southwest Inc	0.65	Yes	Industry - Light	3300-04-011 3310-04-002 3399-04-011 3813-04-001 3910-9810014F 3960-07-007	MAJOR USE PERMIT - CONVERTED FROM LDMS RECLAMATION PLAN MAJOR USE PERMIT-POST-APPRVL CONDITIONS SPECIFIC PLAN - AMENDMENT ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD	DONE DONE OPEN DONE DONE OPEN
44	379-210-07	Hanson Aggregates Pacific Southwest Inc	1.03	Yes	Industry - Light	3300-04-011 3310-04-002 3399-04-011	MAJOR USE PERMIT - CONVERTED FROM LDMS RECLAMATION PLAN MAJOR USE PERMIT-POST-APPRVL CONDITIONS	DONE DONE OPEN

MAP NUMBER	APN	OWNER NAME	ACREAGE	RIVER WAY SPECIFIC PLAN PLANNING AREA	CURRENT USE	PROJECTS		
						PERMIT #	DESCRIPTION	STATUS
						3813-04-001 3910-9810014F 3960-07-007	SPECIFIC PLAN - AMENDMENT ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD	DONE DONE OPEN
45	379-210-08	Hanson Aggregates Pacific Southwest Inc	0.50	Yes	Industry - Light	3300-04-011 3310-04-002 3399-04-011 3813-04-001 3910-9810014F 3960-07-007	MAJOR USE PERMIT - CONVERTED FROM LDMS RECLAMATION PLAN MAJOR USE PERMIT-POST-APPRVL CONDITIONS SPECIFIC PLAN - AMENDMENT ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD	DONE DONE OPEN DONE DONE OPEN
46	379-210-09	Hanson Aggregates Pacific Southwest Inc	0.91	Yes	Industry - Extractive	3399-04-011 3960-07-007	MAJOR USE PERMIT-POST-APPRVL CONDITIONS LANDSCAPE PLAN - STANDARD	OPEN OPEN
47	379-210-10	Kay Paul D &Trudy A	0.91	Yes	Industry - Light	NONE		
48	379-210-12	Hicks Donald M	0.19	Yes	Industry - Light	NONE		
49	379-210-13	Taylor Family Trust	0.17	Yes	Residential - Single Family	NONE		
50	379-210-14	Leezy James & Sharon	0.20	Yes	Residential - Single Family	NONE		
51	379-210-15	Kay Paul D &Trudy A	0.33	Yes	Industry - Light	NONE		
52	379-210-16	Hanson Aggregates Pacific Southwest Inc	5.19	Yes	Industry - Extractive	3300-04-011 3310-04-002 3399-04-011 3813-04-001 3910-9810014F 3960-07-007	MAJOR USE PERMIT - CONVERTED FROM LDMS RECLAMATION PLAN MAJOR USE PERMIT-POST-APPRVL CONDITIONS SPECIFIC PLAN - AMENDMENT ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD	DONE DONE OPEN DONE DONE OPEN
53	379-210-21	Hanson Aggregates Pacific Southwest Inc	0.38	Yes	Industry - Light	3300-04-011 3310-04-002 3399-04-011 3813-04-001 3910-9810014F 3960-07-007	MAJOR USE PERMIT - CONVERTED FROM LDMS RECLAMATION PLAN MAJOR USE PERMIT-POST-APPRVL CONDITIONS SPECIFIC PLAN - AMENDMENT ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD	DONE DONE OPEN DONE DONE OPEN
54	379-210-22	County Of San Diego	0.13	Yes	Transportation	NONE		
55	379-210-23	Hanson Aggregates Pacific Southwest Inc	1.11	Yes	Industry - Extractive	3300-04-011 3310-04-002 3399-04-011 3710-03-0039 3813-04-001 3910-9810014F 3960-07-007	MAJOR USE PERMIT - CONVERTED FROM LDMS RECLAMATION PLAN MAJOR USE PERMIT-POST-APPRVL CONDITIONS BOUNDARY ADJUSTMENT W/CERT OF COMPLIANCE SPECIFIC PLAN - AMENDMENT ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD	DONE DONE OPEN DONE DONE DONE OPEN
56	370-210-24	Hanson Aggregates Pacific Southwest Inc	1.52	Yes	Undeveloped/Vacant	NONE		
57	379-210-25	County Of San Diego	0.11	Yes	Undeveloped/Vacant	NONE		
58	379-210-26	Hanson Aggregates Pacific Southwest Inc	0.82	Yes	Industry - Light	3300-04-011 3310-04-002 3399-04-011 3813-04-001 3910-9810014F 3960-07-007	MAJOR USE PERMIT - CONVERTED FROM LDMS RECLAMATION PLAN MAJOR USE PERMIT-POST-APPRVL CONDITIONS SPECIFIC PLAN - AMENDMENT ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD	DONE DONE OPEN DONE DONE OPEN
59	379-340-01	Clark Justin D & Nichole L	0.27	Yes	Residential - Single Family	NONE		
60	379-340-02	Day Robert M & Michele C	0.21	Yes	Residential - Single Family	NONE		
61	379-340-03	Gray Stephen W	0.16	Yes	Residential - Single Family	NONE		
62	379-340-04	Bitton Raphael	0.15	Yes	Residential - Single Family	NONE		
63	379-340-05	Putzbach Robert J & Monica E	0.15	Yes	Residential - Single Family	NONE		
64	379-340-06	Phillips John & Michelle	0.15	Yes	Residential - Single Family	NONE		
65	379-340-07	Cate Wesley R & Tonnie A	0.15	Yes	Residential - Single Family	NONE		
66	379-340-08	Hina Noel & Sharon	0.15	Yes	Residential - Single Family	NONE		
67	379-340-09	Busalacchi Mario J & Vanesa E	0.15	Yes	Residential - Single Family	NONE		
68	379-340-10	Burgio Family Trust 05-10-03	0.15	Yes	Residential - Single Family	NONE		
69	379-340-11	Thompson James P & Pamela J	0.15	Yes	Residential - Single Family	NONE		
70	379-340-12	Brown J Richard & Carol L	0.15	Yes	Residential - Single Family	NONE		
71	379-340-13	Spicuzza Nicholas F & Georgina M	0.15	Yes	Residential - Single Family	NONE		
72	379-340-14	Zuhlke Duane W	0.15	Yes	Residential - Single Family	NONE		

MAP NUMBER	APN	OWNER NAME	ACREAGE	RIVER WAY SPECIFIC PLAN PLANNING AREA	CURRENT USE	PROJECTS		
						PERMIT #	DESCRIPTION	STATUS
73	379-340-15	Phillips Richard E & Tracy S	0.17	Yes	Residential - Single Family	NONE		
74	379-340-16	McGarity Jeffery H & Mari D	0.21	Yes	Residential - Single Family	NONE		
75	379-340-17	Maglaras George & Diane Family Trust 09-27-02	0.20	Yes	Residential - Single Family	NONE		
76	379-340-18	Smoot Robert S & Celeste	0.17	Yes	Residential - Single Family	NONE		
77	379-340-19	Harless Carol J 1997 Trust 03-25-97	0.15	Yes	Residential - Single Family	NONE		
78	379-340-20	Patterson Junya & Diana	0.15	Yes	Residential - Single Family	NONE		
79	379-340-21	Kolombatovic Anthony & Kristine	0.15	Yes	Residential - Single Family	NONE		
80	379-340-22	Austin Murphy & Theresa L	0.15	Yes	Residential - Single Family	NONE		
81	379-340-23	Sa Sareum & Taing Hay Leang	0.18	Yes	Residential - Single Family	NONE		
82	379-340-24	Owings Family Trust 08-07-93	0.18	Yes	Residential - Single Family	NONE		
83	379-340-25	Otonello Nicholas A	0.14	Yes	Residential - Single Family	NONE		
84	379-340-26	Battikha Samer O & Joanna M	0.14	Yes	Residential - Single Family	NONE		
85	379-340-27	Kuene Family Trust 06-14-05	0.14	Yes	Residential - Single Family	NONE		
86	379-340-28	Gaona Bond C & Heather L	0.14	Yes	Residential - Single Family	NONE		
87	379-340-29	McGuire Adam & Tanya	0.14	Yes	Residential - Single Family	NONE		
88	379-340-30	Meyer Carolyn	0.15	Yes	Residential - Single Family	NONE		
89	379-340-31	Jennings Timmy M & Colleen M	0.14	Yes	Residential - Single Family	NONE		
90	379-340-32	McEvoy Jon P & Wendy J	0.14	Yes	Residential - Single Family	NONE		
91	379-340-33	Maxwell Kevin P & Jennifer T	0.14	Yes	Residential - Single Family	NONE		
92	379-340-34	Forster Darrin L & Chasity	0.14	Yes	Residential - Single Family	NONE		
93	379-340-35	Calafato Vito & Pina	0.15	Yes	Residential - Single Family	NONE		
94	379-340-36	Harris Floyd E & Leslie	0.14	Yes	Residential - Single Family	NONE		
95	379-340-37	Chaffin Dearth L & Jill L	0.14	Yes	Residential - Single Family	NONE		
96	379-340-38	Palos Eugene Jr & Julie A	0.14	Yes	Residential - Single Family	NONE		
97	379-340-39	Gallardo John	0.15	Yes	Residential - Single Family	NONE		
98	379-340-40	Pinery 83 L P	0.01	Yes	Parks	NONE		
99	379-341-01	Farris Jerry V & Debra L	0.15	Yes	Residential - Single Family	NONE		
100	379-341-02	Burgio Family Trust 05-10-03	0.15	Yes	Residential - Single Family	NONE		
101	379-341-03	Simica Bryan N & Browning Shannon E	0.15	Yes	Residential - Single Family	NONE		
102	379-341-04	Morgan Jeffrey D	0.15	Yes	Residential - Single Family	NONE		
103	379-341-05	Magneta Peter A & Teri R Y	0.15	Yes	Residential - Single Family	NONE		
104	379-341-06	Delacruz David A & Heidi S	0.17	Yes	Residential - Single Family	NONE		
105	379-341-07	Caraveo Kenneth J & Nicole J	0.14	Yes	Residential - Single Family	NONE		
106	379-341-08	Hanley Danny E & Renee L	0.14	Yes	Residential - Single Family	NONE		
107	379-341-09	Owen Timothy J & Kelli L	0.14	Yes	Residential - Single Family	NONE		
108	379-341-10	Webster Family Trust 07-18-94	0.14	Yes	Residential - Single Family	NONE		
109	379-341-00	Kelly Bryan A & Kristine R	0.14	Yes	Residential - Single Family	NONE		
110	379-341-12	Rodvold Neil R & Venus A	0.14	Yes	Residential - Single Family	NONE		
111	379-341-13	Johzw Quinn A & Jennifer L	0.14	Yes	Residential - Single Family	NONE		
112	379-341-14	Guymon Joshua & Tresha	0.14	Yes	Residential - Single Family	NONE		
113	379-341-15	Moreton Misty	0.14	Yes	Residential - Single Family	NONE		
114	379-341-16	Lajoie Family 2003 Trust 01-06-03	0.14	Yes	Residential - Single Family	NONE		
115	379-341-17	Sangsany Jackie	0.13	Yes	Residential - Single Family	NONE		
116	379-341-18	Lemons Family Trust 1992	0.18	Yes	Residential - Single Family	NONE		
117	379-341-19	Glowacki John C & Tammie S	0.15	Yes	Residential - Single Family	NONE		
118	379-341-20	Fatoohi Fadi S & Emon M	0.15	Yes	Residential - Single Family	NONE		
119	379-341-21	Gallagher Michael B & Patricia A	0.15	Yes	Residential - Single Family	NONE		
120	379-341-22	Swanson David C & Cyndee R	0.15	Yes	Residential - Single Family	NONE		
121	379-341-23	Calderon Pedro & Karla	0.15	Yes	Residential - Single Family	NONE		
122	379-341-24	Everham Clark C & Jennifer L	0.15	Yes	Residential - Single Family	NONE		
123	379-341-25	Lopez-Ramirez Levi	0.15	Yes	Residential - Single Family	NONE		
124	379-341-26	Bubar Delbert E & Cynthia M	0.15	Yes	Residential - Single Family	NONE		
125	379-341-27	Johnston Eric R & Julie L	0.14	Yes	Residential - Single Family	NONE		
126	379-341-28	Reynolds Michael & Tammy	0.14	Yes	Residential - Single Family	NONE		
127	379-341-29	Belisle Tom A Jr	0.14	Yes	Residential - Single Family	NONE		
128	379-341-30	Chan Family Trust 3 05-27-05	0.15	Yes	Residential - Single Family	NONE		
129	379-341-31	Denning Ronald R & Debbie S	0.14	Yes	Residential - Single Family	NONE		
130	379-341-32	Stodden Jerry M & Jerri F	0.14	Yes	Residential - Single Family	NONE		
131	379-341-33	Baugh Robert & Theresa Family Trust 05-03-04	0.14	Yes	Residential - Single Family	NONE		
132	379-341-34	Garcia Tony R	0.14	Yes	Residential - Single Family	NONE		
133	379-341-34	York Daniel V & Wendy B	0.14	Yes	Residential - Single Family	NONE		
134	379-341-36	Green Cary P & Rebecca A	0.26	Yes	Residential - Single Family	NONE		
135	379-341-37	Wixom Kevin & Rhonda Trust 05-13-02	0.15	Yes	Residential - Single Family	NONE		
136	379-341-38	Moore David W	0.16	Yes	Residential - Single Family	NONE		
137	379-341-39	Howard Gary C & Kathy S	0.14	Yes	Residential - Single Family	NONE		
138	379-341-40	Volden Joseph M	0.14	Yes	Residential - Single Family	NONE		
139	379-341-41	Farley Stephen C & Donna J	0.14	Yes	Residential - Single Family	NONE		
140	379-341-42	Fender Douglas C & Cindy L	0.17	Yes	Residential - Single Family	NONE		



MAP NUMBER	APN	OWNER NAME	ACREAGE	RIVER WAY SPECIFIC PLAN PLANNING AREA	CURRENT USE	PROJECTS		
						PERMIT #	DESCRIPTION	STATUS
141	379-341-43	Dangelico Rudolph J II & Kimberly R	0.14	Yes	Residential - Single Family	NONE		
142	379-341-44	Scott Darren C & Jennifer E	0.17	Yes	Residential - Single Family	NONE		
143	379-341-45	Barry Timothy D & Stacy	0.32	Yes	Residential - Single Family	NONE		
144	379-341-46	Kvederis Joseph & Heidi K	0.20	Yes	Residential - Single Family	NONE		
145	379-341-47	Ehlers Darren A	0.17	Yes	Residential - Single Family	NONE		
146	379-341-48	Cameron Austin	0.14	Yes	Residential - Single Family	NONE		
147	379-341-49	Osowski Raymond J & Joann L	0.17	Yes	Residential - Single Family	NONE		
148	379-341-50	Ramsey Lee W	0.18	Yes	Residential - Single Family	NONE		
149	379-341-51	Hughs Shad & Lanette V	0.18	Yes	Residential - Single Family	NONE		
150	379-341-52	Calafato Vito & Pina	0.18	Yes	Residential - Single Family	NONE		
151	379-341-53	King Geoffrey S	0.18	Yes	Residential - Single Family	NONE		
152	379-341-54	Meyer Cheryl E Trust 05-12-00	0.18	Yes	Residential - Single Family	NONE		
153	379-341-55	Kay Jason & Kari-Ann	0.18	Yes	Residential - Single Family	NONE		
154	379-341-56	Taddeo Della J Trust 05-01-04	0.17	Yes	Residential - Single Family	NONE		
155	379-341-57	Luke Kevin & Patterson Anna-Mary	0.15	Yes	Residential - Single Family	NONE		
156	379-341-58	Walvatne Alton J & Briana T	0.16	Yes	Residential - Single Family	NONE		
157	379-341-59	Daoud Hikmat G	0.14	Yes	Residential - Single Family	NONE		
158	379-341-60	N T C Development Inc	0.06	Yes	Residential - Single Family	NONE		
159	382-011-05	Lakeside Land Co Inc	2.31	Yes	Industry - Extractive	3910-9810014D 3992-02-231	ENVIRONMENTAL REVIEW - CONVERT FROM LDMS PRE-APPLICATION MEETING (NO PERMIT)	DONE DONE
160	382-011-06		2.50	Yes	Industry - Extractive	NONE		
161	382-011-10	Lakeside River Park Conservacy	0.67	Yes	Transportation	3310-84-004 3992-01-319 3992-04-223	RECLAMATION PLAN PRE-APPLICATION MEETING (NO PERMIT) PRE-APP	DONE DONE DONE
162	382-011-13	Turning Point For God	0.01	Yes	Industry - Extractive	3500-99-066 3910-9714004A 3960-02-018	SITE PLAN - CONVERTED FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - CONVERTED FROM LDMS	DONE DONE OPEN
163	382-011-17	Turning Point For God	4.52	Yes	Industry - Extractive	NONE		
164	382-011-25	Caster Group L P	7.29	Yes	Industry - Extractive	NONE		
165	382-011-26	Caster Group L P	2.27	Yes	Industry - Extractive	NONE		
166	382-011-27	Lakeside Land Co Inc	8.17	Yes	Undeveloped/Vacant	NONE		
167	382-011-28	Lakeside Land Co Inc	17.26	Yes	Undeveloped/Vacant	NONE		
168	382-060-01	Lakeside Union School District	3.21	Yes	Schools	NONE		
169	382-220-04	Lakeside Union School District	4.73	Yes	Schools	NONE		
170	382-220-10	Lakeside Union School District	0.49	Yes	Schools	NONE		
171	382-220-11	Lakeside Union School District	0.52	Yes	Schools	NONE		
172	382-220-12	Lakeside Union School District	0.49	Yes	Schools	NONE		
173	382-220-13	Lakeside Union School District	0.46	Yes	Schools	NONE		
174	382-220-14	Lakeside Union School District	1.21	Yes	Schools	NONE		
175	382-220-24	Lakeside Union School District	9.14	Yes	Schools	NONE		
176	382-220-25	Lakeside Fire Protection District	0.48	Yes	Public Services	NONE		
177	382-250-07	San Diego County Water Authority	0.13	Yes	Industry - Light	NONE		
178	382-250-27	Superior Ready Mix Concrete L P	0.44	Yes	Industry - Light	NONE		
179	382-250-29	Superior Ready Mix Concrete L P	0.07	Yes	Industry - Light	NONE		
180	382-250-32	Lakeside River Park Conservacy	81.47	Yes	Industry - Extractive	3310-04-005 3910-9810014K	RECLAMATION PLAN ENVIRONMENTAL REVIEW - PREV CEQA	DONE DONE
181	382-260-10	Nadi Kazem & Yee Yee	1.89	Yes	Undeveloped/Vacant	3500-06-023 3910-9810014Q 3992-05-416	MAJOR USE PERMIT - STANDARD ENVIRONMENTAL REVIEW - LARGE PRE-APPLICATION MEETING (NO PERMIT)	OPEN OPEN OPEN
182	382-260-11	Sarkela Family Trust 12-22-99	0.12	Yes	Undeveloped/Vacant	NONE		
183	382-260-12	County Of San Diego	8.02	Yes	Undeveloped/Vacant	NONE		
184	382-260-13	United States Of America	0.73	Yes	Residential - Multi-Family	NONE		
185	382-260-14	CC&S Investments LLC	5.17	Yes	Undeveloped/Vacant	3500-05-072 3910-9810014O 3992-05-215	SITE PLAN - STANDARD ENVIRONMENTAL REVIEW - PREV CEQA PRE-APP	OPEN OPEN DONE
186	392-070-03	Anderson Stanley J Family Trust 08-05-88	0.63	Yes	Undeveloped/Vacant	NONE		
187	392-081-01	Homart Development Co	6.92	Yes	Undeveloped/Vacant	NONE		
188	392-081-02	City of San Diego	0.73	Yes	Undeveloped/Vacant	NONE		
189	392-081-03	City of San Diego	0.52	Yes	Undeveloped/Vacant	NONE		

MAP NUMBER	APN	OWNER NAME	ACREAGE	RIVER WAY SPECIFIC PLAN PLANNING AREA	CURRENT USE	PROJECTS		
						PERMIT #	DESCRIPTION	STATUS
190	392-090-07	County Of San Diego	0.82	Yes	Transportation	3940-00-006	VACATION - CONVERTED FROM LDMS	OPEN
191	392-090-08	Anderson Stanley J Family Trust 08-05-88	0.51	Yes	Undeveloped/Vacant	NONE		
192	392-090-16	Signs Family LTD Partnership	0.93	Yes	Undeveloped/Vacant	NONE		
193	392-090-30	Signs Family LTD Partnership	2.82	Yes	Undeveloped/Vacant	3940-00-006	VACATION - CONVERTED FROM LDMS	OPEN
194	392-090-31	Signs Family LTD Partnership	7.69	Yes	Undeveloped/Vacant	3940-00-006	VACATION - CONVERTED FROM LDMS	OPEN
195	392-090-32	Signs Family LTD Partnership	5.34	Yes	Industry - Light	3940-00-006	VACATION - CONVERTED FROM LDMS	OPEN
196	392-090-33	City of San Diego	11.60	Yes	Undeveloped/Vacant	3500-99-048 3940-00-006 3992-01-314	SITE PLAN - CONVERTED FROM LDMS VACATION - CONVERTED FROM LDMS PRE-APPLICATION MEETING (NO PERMIT)	DONE OPEN DONE
197	392-090-34	Signs Family LTD Partnership	6.51	Yes	Undeveloped/Vacant	3940-00-006	VACATION - CONVERTED FROM LDMS	OPEN
198	392-090-35	Signs Family LTD Partnership	2.47	Yes	Undeveloped/Vacant	3940-00-006	VACATION - CONVERTED FROM LDMS	OPEN
199	392-110-03	Anderson Stanley J Family Trust 08-05-88	1.08	Yes	Industry - Light	NONE		
200	392-110-05	Grape Leonard E Jr	0.20	Yes	Industry - Light	NONE		
201	392-110-06	Grape Leonard E Jr	0.29	Yes	Industry - Light	NONE		
202	392-110-07	Richards James C Sr	0.22	Yes	Industry - Light	NONE		
203	392-110-08	Dudley David & Pamela Family Trust 09-19-96	0.36	Yes	Industry - Light	NONE		
204	392-110-16	Grape Leonard E Jr	0.65	Yes	Industry - Light	NONE		
205	392-110-17	Grape Leonard E Jr	0.11	Yes	Industry - Light	NONE		
206	392-110-23	Elm Gardens Mobile Lodge L P	7.28	Yes	Residential - Mobile Home Park	NONE		
207	392-110-26	Grape Leonard E Jr	1.71	Yes	Industry - Light	3940-00-006	VACATION - CONVERTED FROM LDMS	OPEN
208	392-110-27	Anderson Stanley J Family Trust 08-05-88	0.30	Yes	Industry - Light	3940-00-006	VACATION - CONVERTED FROM LDMS	OPEN
209	392-110-30	City of San Diego	0.03	Yes	Undeveloped/Vacant	NONE		
210	392-110-32	Anderson Stanley J Family Trust 08-05-88	0.06	Yes	Undeveloped/Vacant	NONE		
211	392-110-37	Anderson Stanley J Family Trust 08-05-88	0.39	Yes	Industry - Light	NONE		
212	392-110-38	Anderson Stanley J Family Trust 08-05-88	0.47	Yes	Industry - Light	NONE		
213	392-110-39	Anderson Stanley J Family Trust 08-05-88	4.19	Yes	Industry - Light	NONE		
214	391-011-10	Allen Family Trust 08-29-96	0.15	Yes	Industry - Light	NONE		
215	394-011-11	Cripe Ron & Deborah L	0.21	Yes	Industry - Light	NONE		
216	394-011-13	Empire Unlimited L L C	1.01	Yes	Industry - Light	NONE		
217	394-011-14	Ortega Family Trust 03-01-88	1.04	Yes	Industry - Light	NONE		
218	394-011-16	Dudley David & Pamela Family Trust 09-19-96	1.02	Yes	Industry - Light	NONE		
219	394-011-18	Pernicano Frank & Kathleen Living Trust 11-22-04	0.48	Yes	Commercial and Office	3400-00-030 3400-02-087 3910-0014017 3910-9810014C 3992-02-162 3992-99-167	MINOR USE PERMIT - CONVERTED FROM LDMS MINOR USE PERMIT - CONVERTED FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS ENVIRONMENTAL REVIEW - CONVERT FROM LDMS PRE-APPLICATION MEETING (NO PERMIT) PRE-APPLICATION MEETING (NO PERMIT)	DONE DONE DONE DONE DONE DONE
220	394-011-19	Lakeside Business Park Inc	4.13	Yes	Industry - Extractive	NONE		
221	394-011-20	Albers Properties L P	2.28	Yes	Industry - Light	NONE		
222	394-011-23	Lakeside Business Park Inc	0.89	Yes	Industry - Light	NONE		
223	394-011-24	Albers Properties L P	0.86	Yes	Industry - Light	NONE		
224	394-011-25	Hawthorne Family Trust 03-10-89	2.10	Yes	Industry - Light	NONE		
225	394-011-26	Whitacre D A Family Trust 02-10-93	1.62	Yes	Industry - Light	NONE		
226	394-011-27	Grape Leonard E Jr	1.66	Yes	Industry - Light	NONE		
227	394-011-28	Landstedt James A	0.51	Yes	Industry - Light	NONE		
228	394-011-29	Gardner Floyd B	1.03	Yes	Industry - Light	NONE		
229	394-011-30	Wieher Donald & Violet	0.88	Yes	Industry - Light	3400-99-006 3500-06-003 3910-9810014P 3910-9914008 3960-06-026	MINOR USE PERMIT - CONVERTED FROM LDMS SITE PLAN - STANDARD ENVIRONMENTAL REVIEW - PREV CEQA ENVIRONMENTAL REVIEW - CONVERT FROM LDMS LANDSCAPE PLAN - STANDARD	DONE DONE DONE DONE OPEN

MAP NUMBER	APN	OWNER NAME	ACREAGE	RIVER WAY SPECIFIC PLAN PLANNING AREA	CURRENT USE	PROJECTS		
						PERMIT #	DESCRIPTION	STATUS
230	394-011-31	Wells Lloyd Gift Trust 11-24-87	3.01	Yes	Undeveloped/Vacant	NONE		
231	394-011-32	Hamann-Martin	3.03	Yes	Industry - Light	3992-01-178	PRE-APPLICATION MEETING (NO PERMIT)	DONE
232	394-011-33	Lakeside Business Park Inc	1.85	Yes	Industry - Light	NONE		
233	394-011-34	Lakeside Business Park Inc	5.79	Yes	Undeveloped/Vacant	NONE		
234	394-011-35	Lakeside River Park Conservancy	20.61	Yes	Industry - Extractive	3310-04-005 3910-9810014K 3992-01-319	RECLAMATION PLAN ENVIRONMENTAL REVIEW - PREV CEQA PRE-APPLICATION MEETING (NO PERMIT)	DONE DONE DONE

COOPERATION AGREEMENT

by and between

REDEVELOPMENT AGENCY OF THE CITY OF SANTEE

and

COUNTY OF SAN DIEGO

# TABLE OF CONTENTS

		<u>Page</u>
PART 1.	SUBJECT OF AGREEMENT .....	1
	SECTION 101 <u>Recitals</u> .....	1
	SECTION 102 <u>Definitions</u> .....	2
	SECTION 103 <u>The Cinema Parcel</u> .....	6
	SECTION 104 <u>The County</u> .....	7
	SECTION 105 <u>Agency</u> .....	7
	SECTION 106 <u>Negotiation of Ryan DDA</u> .....	8
PART 2.	SALE OF THE CINEMA PARCEL TO THE AGENCY .....	8
	SECTION 201 <u>Sale and Purchase</u> .....	8
	SECTION 202 <u>Escrow</u> .....	8
	SECTION 203 <u>Conveyance of Title and Delivery of Possession</u> .....	13
	SECTION 204 <u>Form of Deed</u> .....	13
	SECTION 205 <u>Condition of Title</u> .....	13
	SECTION 206 <u>Conditions Precedent to Close of Escrow</u> .....	14
	SECTION 207 <u>Title Insurance</u> .....	17
	SECTION 208 <u>Taxes and Assessments</u> .....	18
	SECTION 209 <u>Occupants of the Cinema Parcel</u> .....	18
	SECTION 210 <u>Land Use Requirements</u> .....	18
	SECTION 211 <u>Condition of the Cinema Parcel</u> .....	19
	SECTION 212 <u>Preliminary Work by Agency</u> .....	20
	SECTION 213 <u>Indemnity</u> .....	20
PART 3.	AGENCY DDA .....	21
	SECTION 301 <u>Negotiation of Agency DDA</u> .....	21
	SECTION 302 <u>Conveyance to Ryan</u> .....	22
	SECTION 303 <u>Cost of Construction</u> .....	22
	SECTION 304 <u>Insurance</u> .....	22
	SECTION 305 <u>Nondiscrimination and Equal Opportunity</u> .....	22
	SECTION 306 <u>Local, State and Federal Laws</u> .....	23
	SECTION 307 <u>Disclaimer of Responsibility by County</u> .....	24



SECTION 714	<u>Counterparts</u> .....	34
PART 8.	ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS .....	34

#### ATTACHMENTS

ATTACHMENT NO. 1	-	SITE MAP
ATTACHMENT NO. 2	-	LEGAL DESCRIPTION
ATTACHMENT NO. 3	-	FORM OF GRANT DEED FOR CINEMA PARCEL

## COOPERATION AGREEMENT

THIS AGREEMENT is entered into by and between the COUNTY OF SAN DIEGO (the "County") and REDEVELOPMENT AGENCY OF THE CITY OF SANTEE (the "Agency"). The County and the Agency agree as follows:

### PART 1. SUBJECT OF AGREEMENT

#### SECTION 101 Recitals

a. The Redevelopment Plan for the \_\_\_\_\_ Redevelopment Project (the "Redevelopment Project") was approved and adopted on \_\_\_\_\_ by the City Council of the City of Santee by Ordinance No. \_\_\_\_\_ (the "Redevelopment Plan"). The Redevelopment Plan is incorporated herein by reference and made part hereof as though fully set forth herein.

b. The County owns certain property in the Redevelopment Project area, bounded generally by the San Diego River on the north, Magnolia Avenue on the east, Mission Gorge Road and Town Center Parkway on the south and Cuyamaca Street on the west, as depicted on the Site Map attached hereto as Exhibit "A" (the "Property"). The gross acreage of the Property is 95.8 acres.

c. Concurrently with the approval of this Agreement, the County is entering into a Disposition and Development Agreement (the "County DDA") with Ryan Companies US, Inc. ("Ryan") which grants to Ryan the right to purchase or lease, for fair market value, all or portions of the Property from the County for development in accordance with applicable rules, requirements and restrictions of the City of Santee ("City").

d. In furtherance of the County DDA, Ryan is preparing a master plan for the development of the Property for predominantly office uses, but including residential and other other non-office uses as well (the "Master Plan").

e. Subject to the approval of the County and the Agency, the Master Plan shall form the basis for various approvals and entitlements by the City of Santee for the development of the Property, including but not limited to an amendment to the Town



Center Specific Plan, a tentative subdivision map, development review permits, grading permits and building permits (collectively, the "Entitlements").

f. The Agency and County wish to cooperate with one another to bring about the development of a portion of the Property that would include a cinema complex and other uses (referred to in this Agreement as the "Cinema Parcel"), including the following steps and actions:

- (1) the identification of the Cinema Parcel in the Master Plan;
- (2) approval by the County of a conveyance of the Cinema Parcel to the Agency for \$1.00;
- (3) the approval, following a public hearing, of a disposition and development agreement pursuant to which the Agency will convey a leasehold interest in the Cinema Parcel to Ryan or Ryan's affiliate, pursuant to terms and conditions to be negotiated in the Agency DDA and approved by the County and the Agency;
- (4) approval of Entitlements by the City for an approximately 15-17 acre portion of the Property to be used for high density residential uses (i.e., between 200-300 market rate, multifamily "for sale" dwelling units); and
- (5) the development of the Cinema Parcel by Ryan or Ryan's affiliate.

g. Pursuant to Section 33220 of the California Community Redevelopment Law (Health & Safety Code, Section 33000 et seq.) (the "Redevelopment Law"), for the purposes of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects, the County may, among other things, sell any of its property to the Agency, upon the terms and with or without consideration, as it determines, and enter into agreements with the Agency with respect thereto.

h. Pursuant to Section 33391 of the California Community Redevelopment Law (Health & Safety Code, Section 33000 et seq.) the Agency is authorized to purchase, lease, obtain option upon, acquire by gift,, grant, bequest, devise or otherwise, any real or personal property in the Redevelopment Project area.

i. The governing body of the Agency and the County Board of Supervisors, by their respective resolutions duly adopted, have made certain determinations and approved this Agreement.

## SECTION 102      Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Cinema/Mixed Use Project" shall mean the mixed-use development to be constructed and retained on the Cinema Parcel, consisting of the following: (a) a cinema complex; (b) parking; and (c) improvements for medical offices, retail, restaurant and/or residential uses.

"Cinema Parcel" means the portion of the Property to be identified in the Master Plan for the Cinema/Mixed Use Project, as described in SECTION 103 hereof.

"City" shall mean the City of Santee, California.

"Closing" or "Close of Escrow" shall mean the point in time when the County conveys title to the Cinema Parcel to Agency pursuant to this Agreement.

"Completion" shall mean the point in time when the City issues a certificate of occupancy for the cinema complex to be developed as part of the Cinema/Mixed Use Project.

"County" shall mean the County of San Diego, California.

"County's Designated Official" shall mean the County's Director of General Services or the designee of the County's Director of General Services.

"County Grant Deed" shall mean the instrument by which County shall convey fee title to the Cinema Parcel to Agency, substantially in the form attached to this Agreement as Attachment No. 3.

"Effective Date of this Agreement" shall mean the date on which this Agreement is duly executed on behalf of the County.

"Escrow Agent" shall mean an escrow agent mutually acceptable to County and Agency.

"Hazardous Materials" shall mean and include the following:

(A) a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.;

(B) an "Extremely Hazardous Waste", a "Hazardous Waste", or a "Restricted Hazardous Waste", as defined by The Hazardous Waste Control Law under §§ 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to § 25140 of the California Health and Safety Code;

(C) a "Hazardous Material", "Hazardous Substance", "Hazardous Waste", "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under §§ 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code;

(D) "Oil" or a "Hazardous Substance" listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321;

(E) a "Hazardous Waste", "Extremely Hazardous Waste", or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 - 66261.126;

(F) chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to § 25249.8 of the California Health and Safety Code;

(G) a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Cinema Parcel to be put to the purpose proposed by this Agreement;

(H) any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank;

(I) pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.;

(J) asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.;

(K) any radioactive material including, without limitation, any "source material", "special nuclear material", "by-product material", "low-level wastes", "high-level radioactive waste", "spent nuclear fuel" or "transuranic waste", and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq., the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101 et seq., or pursuant to the California Radiation Control Law, California Health and Safety Code §§ 25800 et seq.;

(L) hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., or the California Occupational Safety and Health Act, California Labor Code §§ 6300 et seq.; and/or

(M) regulated under the Clean Air Act, 42 U.S.C. §§ 7401 et seq. or pursuant to The California Clean Air Act, Sections 3900 et seq. of the California Health and Safety Code.

"Purchase Price" shall mean the total amount payable by the Agency for the Cinema Parcel.

"Residential Parcel" means the portion of the Property to be identified in the Master Plan for the Residential Development, as described in SECTION 401 hereof.

"Scheduled Closing Date" shall mean the date specified in the Agency DDA for conveyance of the Cinema Parcel to Ryan, which shall not be later than \_\_\_\_\_.

"Title Company" shall mean Commonwealth Land Title Company or another title insurance company mutually acceptable to County and Agency.

"Title Insurance Policy" shall mean a CLTA policy of title insurance in favor of Agency issued by the Title Company, which shall be an owner's policy insuring the Agency's fee title in and to the Cinema Parcel, in a liability amount as requested by Agency and reasonably approved by County, with reasonable endorsements requested by Agency, without endorsement cost or expense to County;

#### SECTION 103      The Cinema Parcel

a.      The County and Agency shall cooperate with Ryan to identify a portion of the Property that would be appropriate for the development of a cinema/mixed use project subject to the following criteria: The Cinema Parcel shall consist of approximately five (5) to seven (7) acres, located generally on the west side of the Property, directly north of the Santee Town Center. It is and shall be the intention of the parties in identifying the Cinema Parcel to minimize its acreage to the smallest size that is still consistent with economic feasibility, in order to maximize the development of office uses on the balance of the Property.

b.      The proposed development to be constructed on the Cinema Parcel (the "Cinema/Mixed Use Project") shall include the following components:

- (1)      a cinema complex containing between 14 and 16 screens and approximately 3,200 seats;

- (2) other uses to include medical offices, retail shops, restaurant and/or residential units; and
- (3) parking spaces at a ratio of four parking spaces per seat in the cinema complex, or as otherwise required by the City, of which approximately 30% to 40% shall be shared parking with adjacent office uses.

c. The selected Cinema Parcel shall be identified in the Master Plan submitted to the City for approval of the Entitlements.

d. Prior to the Closing, Agency and County shall cause Ryan to prepare and shall submit to the Agency and County for approval a proposed subdivision map or condominium map (the "Map"), which when recorded will constitute the Cinema Parcel as a separate legal lot or collection of separate legal lots. Prior to the Closing, Agency and County shall cause Ryan to obtain all necessary governmental approvals of the Map and record the Map substantially in the form approved by the County and Agency. Upon approval of the Map, the legal description set forth in Attachment No. 2 shall be replaced with the legal description of the Cinema Parcel set forth in the Map.

#### SECTION 104      The County

a. The address of the County for purposes of receiving notices pursuant to this Agreement is Real Estate Services Division, Department of General Services, County Operations Center, 555 Overland Avenue, Suite 2900, Building 2, San Diego, California 92123-1294.

b. "County" as used in this Agreement includes the County of San Diego, California and any assignee or successor to its rights, powers and responsibilities.

#### SECTION 105      Agency

a. The address of the Agency for purposes of receiving notices pursuant to this Agreement is \_\_\_\_\_.

b. "Agency" as used in this Agreement includes the Redevelopment Agency of the City of Santee, California and any assignee or successor to its rights, powers and responsibilities.

## SECTION 106      Negotiation of Ryan DDA

Agency shall use its best efforts to negotiate a disposition and development agreement with Ryan ("Agency DDA"), setting forth the terms and conditions under which the Agency shall lease the Cinema Parcel to Ryan for the development of the Cinema/Mixed Use Project. Agency shall consult in good faith with the County and its consultants throughout the Agency DDA negotiation and drafting process and submit each draft and each proposed revision to the County's Designated Official for review and comment. The final Agency DDA with Ryan shall be subject to the approval of the County's Designated Official prior to the Closing.

## PART 2      SALE OF THE CINEMA PARCEL TO THE AGENCY

### SECTION 201      Sale and Purchase

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, the County agrees to sell the Cinema Parcel to the Agency and the Agency agrees to purchase the Cinema Parcel. The Purchase Price shall be One Dollar (\$1.00), the sufficiency of which is hereby acknowledged.

### SECTION 202      Escrow

a.      The County agrees to open an escrow for conveyance of the Cinema Parcel with the Title Company or such other escrow agent as may be acceptable to both the County and the Agency (the "Escrow Agent") as escrow agent, within thirty (30) days after the Effective Date of this Agreement. PART 1 and PART 2 of this Agreement constitute the joint escrow instructions of the County and the Agency relating to the sale of the Cinema Parcel to the Agency, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow. The County and the Agency shall provide such additional escrow instructions consistent with this Agreement as shall be necessary. The Escrow Agent hereby is empowered to act under such instructions, and upon indicating its acceptance thereof in writing, delivered to the County and to the Agency within 5 days after opening of the escrow, the Escrow Agent shall carry out its duties as Escrow Agent hereunder.

b. Upon delivery to the Escrow Agent of the Purchase Price by Agency, and delivery to the Escrow Agent of the County Grant Deed by the County, the Escrow Agent shall deliver the Purchase Price to County and record the County Grant Deed in accordance with these escrow instructions, provided that title to the Cinema Parcel can be vested in the Agency in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix, and cancel any transfer stamps required by law. Any insurance policies governing the Cinema Parcel are not to be transferred.

c. The Agency shall pay in escrow to the Escrow Agent the Purchase Price and the following fees, charges and costs promptly after the Escrow Agent has notified the Agency of the amount of such fees, charges, and costs, but not earlier than ten (10) days prior to the scheduled date for the conveyance of the Cinema Parcel:

1. One half of the escrow fee;
2. The portion of the premium for the title insurance policy to be paid by the Agency as set forth in SECTION 207 of this Agreement; and
3. Recording fees customarily paid by buyers in purchase contracts in San Diego County.

d. The County shall pay in escrow to the Escrow Agent the following closing costs promptly after the Escrow Agent has notified the County of the amount of such fees, charges, and costs, but not earlier than ten (10) days prior to the scheduled date for the conveyance of the Cinema Parcel:

1. One half of the escrow fee;
2. The portion of the premium for the title insurance policy to be paid by the County as set forth in SECTION 207 of this Agreement;
3. Costs necessary to place the title to the Cinema Parcel in the condition for conveyance required by the provisions of this Agreement;



4. The County's pro rata share of ad valorem taxes and assessments, if any, upon the Cinema Parcel or upon this Agreement or any rights hereunder, prior to the conveyance of title or possession, in accordance with paragraph I., below; and
5. Any State, County, or City documentary stamps or transfer tax.

e. The County shall timely and properly execute, acknowledge and deliver the County Grant Deed conveying to the Agency title to the Cinema Parcel in accordance with the requirements of this Agreement, together with an estoppel certificate certifying that the Agency has performed all its obligations and completed all other acts necessary to entitle the Agency to such conveyance, if such be the fact.

f. The Escrow Agent is authorized to:

1. Pay, and charge the County and the Agency, respectively, for any fees, charges and costs payable under this SECTION 202 of this Agreement. Before such payments are made, the Escrow Agent shall notify the County and the Agency of the fees, charges and costs necessary to clear title and close the escrow.
2. Disburse funds and deliver the County Grant Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the County and the Agency. The Cinema Parcel Purchase Price shall not be paid to the County by the Escrow Agent unless and until it has recorded the County Grant Deed and the Title Company is committed to issue the Agency's Owner Policy.
3. Record any instruments delivered through this escrow if necessary or proper to vest title in the Agency in accordance with the terms and provisions of this Agreement.

g. All funds received in this escrow shall be deposited by the Escrow Agent in a general escrow account with any state or national bank doing business in the State of California and reasonably approved by the Agency and the County, and may be combined in such with other escrow funds of the Escrow Agent.

h. If this escrow is not in condition to close by the Scheduled Closing Date, either party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, demand the return of its money, papers, or documents from the Escrow Agent. No demand for return shall be recognized until 10 days after the Escrow Agent (or the party making such demand) shall have mailed copies of such demand to the other party or parties at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within the 10-day period, in which event the Escrow Agent is authorized to hold all money, papers, and documents with respect to the Cinema Parcel until instructed by a mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible.

i. If objections are raised as above provided for, the Escrow Agent shall not be obligated to return any such money, papers, or documents except upon the written instructions of both the County and the Agency, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction. If no such objections are made within said 10-day period, the Escrow Agent shall immediately return the demanded money, papers, or documents.

j. The parties understand they may be required to execute additional standard form escrow instructions required by the Escrow Agent ("General Instructions"). In the event of a conflict between this Agreement and any such General Instructions, this Agreement shall control. The parties agree, however, that they will refuse to sign General Instructions which (1) purport to relieve the Escrow Agent of liability for negligence or intentional wrong-doing; (2) excuse the Escrow Agent from strict compliance with each and all of the provisions of this document and the General Instructions; or (3) purport to authorize the Escrow Agent to follow the instructions or directive of any person other than County, Agency or their respective successors or assigns pursuant to the terms of this Agreement, or the representatives of such parties. Any amendment to the escrow instructions shall be in writing and signed by both the County and the Agency. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

k. All communications from the Escrow Agent to the County or the Agency shall be directed to the addresses set forth in SECTIONS 104 and 105 of this Agreement, and in the manner set forth in SECTION 701 of this Agreement for notices between the parties hereto.

I. Prorations.

(1) General. Rentals, revenues, and other income, if any, from the Cinema Parcel, and operating expenses, if any, affecting the Cinema Parcel shall be prorated as of 11:59 P.M. on the day preceding the Close of Escrow. For purposes of calculating prorations, the Agency shall be deemed to be in title to the Cinema Parcel, and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Close of Escrow occurs.

(2) Taxes and Assessments. All non-delinquent real estate taxes and assessments on the Cinema Parcel, if any, shall be prorated as of the Close of Escrow based on the actual current tax bill, but if such tax bill has not yet been received by County by the Close of Escrow then current year's taxes shall be deemed to be one hundred two percent (102%) of the amount of the previous year's tax bill, adjusted in accordance with paragraph (4), below. All delinquent taxes and all delinquent assessments, if any, on the Cinema Parcel shall be paid at the Close of Escrow by County.

(3) Operating Expenses. Any other expenses incurred in operating the Cinema Parcel that County customarily pays, and any other costs incurred in the ordinary course of business or the management and operation of the Cinema Parcel shall be prorated on an accrual basis. County shall pay all such expenses that accrue prior to the Close of Escrow and Agency shall pay all such expenses accruing on the Close of Escrow and thereafter.

(4) Method of Proration. All prorations shall be made in accordance with customary practice in San Diego County, except as expressly provided herein. County and Agency agree to cause their accountants or agents to prepare a schedule of tentative prorations prior to the date of Closing. Such prorations, if and to the extent known and agreed upon as of the Close of Escrow, shall be paid into Escrow by the respective parties. Any such prorations not determined or not agreed upon as of the Close of Escrow shall be paid by County to Agency, or by Agency to County, as the case may be, in cash as soon as practical following the Close of Escrow. A copy of the schedule of

prorations as agreed upon by County and Agency shall be delivered to Escrow Agent at least three (3) business days prior to the date of Closing.

m. Except as expressly provided otherwise in this Agreement, County and Agency shall each pay their legal and professional fees and fees of other consultants incurred by County and Agency, respectively.

#### SECTION 203      Conveyance of Title and Delivery of Possession

a. Subject to any mutually agreed upon extension of time, the County shall convey title to the Cinema Parcel to the Agency on or before the Scheduled Closing Date (so long as all conditions precedent have been satisfied), or such later date mutually agreed to in writing by the County and the Agency and communicated in writing to the Escrow Agent.

b. Except as otherwise provided herein, possession of the Cinema Parcel shall be delivered to the Agency at the Close of Escrow. The Agency shall accept title and possession to the Cinema Parcel upon the Close of Escrow.

#### SECTION 204      Form of Deed

The County shall convey to the Agency title to the Cinema Parcel in the condition provided in SECTION 205 of this Agreement by County Grant Deed in a form to be mutually agreed upon by the County and the Agency consistent with this Agreement and substantially in the form attached hereto and incorporated herein as Attachment No. 3.

#### SECTION 205      Condition of Title

a. The County shall convey to the Agency fee title to the Cinema Parcel free and clear of all liens, encumbrances, assessments, easements, leases and taxes; except those which are set forth in this Agreement and included in the County Grant Deed, and those which are otherwise consistent with this Agreement and which are acceptable to the Agency.

b. The County shall cause the Title Company to deliver to Agency a preliminary title report (the "Report") with respect to the title to the Cinema Parcel, together with legible copies of the documents underlying the exceptions (the "Exceptions") set forth in the report, within thirty (30) days after the execution of this Agreement by County. The

Agency shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the Agency hereby approves the lien of any non-delinquent property taxes and assessments (to be prorated at the Close of Escrow).

c. The Agency shall have forty-five (45) days from the date of its receipt of the Report and copies of all of the Exceptions to give written notice to County of Agency's approval or disapproval of any of such Exceptions set forth in the Report, within its reasonable discretion. If Agency notifies County of its disapproval of any Exceptions in the Report, County shall have the right, but not the obligation, within thirty (30) days after receipt of such notification, to provide assurances reasonably acceptable to Agency that such Exception(s) will be removed on or before the Close of Escrow. If County does not elect within such period to cause any of such Exceptions to be removed on or before the Close of Escrow, Agency shall have five (5) days after the first to occur of the expiration of such 30-day period or receipt of such election from the County, to elect either to proceed with the purchase of the Cinema Parcel subject to the disapproved Exception(s) or to terminate this Agreement by giving County written notice of termination. The Exceptions to title approved by Agency as provided herein shall hereinafter be referred to as the "Approved Exceptions." The Agency shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the Agency has approved the Approved Exceptions for the Cinema Parcel (which are not created by Agency). The County shall not voluntarily create any new exceptions to title following the date of this Agreement.

## SECTION 206      Conditions Precedent to Close of Escrow

The Close of Escrow and the obligations of the County and Agency hereunder are subject to the satisfaction prior to the Close of Escrow (unless otherwise provided), of the following conditions, and the obligations of the parties with respect to such conditions are as follows:

### a.      Representations, Warranties and Covenants

- (1) Agency shall have duly performed each and every agreement to be performed by Agency hereunder and Agency's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the date of the Close of Escrow.

- (2) County shall have duly performed each and every agreement to be performed by County hereunder and County's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the date of the Close of Escrow.

b. Deliveries.

- (1) Agency shall have deposited into Escrow the Purchase Price and delivered the items to be delivered by Agency, when and as required in this Agreement.
- (2) County shall have deposited into Escrow the County Grant Deed and delivered the items to be delivered by County, when and as required by this Agreement.

c. Conditions Precedent. As of the Close of Escrow, all of the following conditions precedent shall have been satisfied:

- (1) Ryan shall not be in default of the County DDA;
- (2) The Agency and Ryan shall have entered into the Agency DDA, as described in PART 3 of this Agreement, below;
- (3) Ryan shall have obtained all Entitlements necessary for the development of the Cinema/Mixed Use Project;
- (4) Not later than 90 days after the Effective Date of this Agreement, Ryan shall have entered into an agreement for the sublease or management of the cinema complex with a movie theatre operator approved by the County and the Agency (the "Cinema Operator");
- (5) The City, the Cinema Operator and Ryan shall have agreed to a shared parking arrangement between the Cinema Parcel and adjacent office uses, providing for 35-40% of all parking required for the Cinema/Mixed Use Project to be provided in adjacent parcels, in order to reduce the amount of parking

required on the Cinema Parcel and therefore reduce the size of the Cinema Parcel to not more than approximately 5-7 acres.

- (6) Ryan shall have satisfied all other conditions precedent to the lease of the Cinema Parcel pursuant to the Agency DDA, including but not limited to the approval by the City of all plans and permits, and the submission to the Agency of evidence of financing or self-financing for the development of the Cinema/Mixed Use Project; and
- (7) The City shall have approved Entitlements for the Residential Parcel, as described in PART 4 of this Agreement, below, permitting high density residential use on the Residential Parcel.

d. Title Insurance. At or prior to the Close of Escrow, the Title Company shall be committed to issue the Agency's Owner's Policy.

e. Failure of Conditions to Close of Escrow. In the event any of the conditions precedent to the Close of Escrow are not timely satisfied or waived, for a reason other than the default of County or Agency, the following shall apply:

- (1) Either party shall have the right to terminate this Agreement, the Escrow and the rights and obligations of County and Agency hereunder, except as otherwise provided herein; and
- (2) In the event of such termination, Escrow Agent is hereby instructed to promptly return to Agency and County all funds, if any, and documents deposited by them, respectively, into Escrow which are held by Escrow Agent on the date of said termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party under paragraph f.; and
- (3) In the event of such termination, neither party shall have any further rights or obligations hereunder except as otherwise provided herein.

f. Cancellation Fees and Expenses. In the event this Escrow terminates because of the non-satisfaction of any condition for a reason other than the default of County or Agency under this Agreement, County and Agency shall each pay fifty percent of the cancellation charges, if any, required to be paid by and to Escrow Agent and the Title Company, and all other charges shall be borne by the party incurring same. In the event this Escrow terminates because of the default of County or Agency, the cancellation charges, if any, required to be paid by and to Escrow Agent and the Title Company shall be borne by the party in default, and all other charges shall be borne by the party incurring same.

g. Actions to be taken by the Escrow Agent. At the Close of Escrow, Escrow Agent shall promptly undertake all of the following in the manner hereinbelow indicated:

- (1) Deliver the Purchase Price to County.
- (2) Cause the County Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of the County Recorder of San Diego County, and obtain conformed copies thereof for distribution to County and Agency.
- (3) Direct the Title Company to issue the Title Policy to Agency.
- (4) Prepare and distribute to Agency and County each, copies of both parties' escrow Closing statements and a complete copy of all documents handled by Escrow.

## SECTION 207 Title Insurance

Concurrent with recordation of the County Grant Deed, the Title Company shall provide and deliver the Title Insurance Policy to Agency. County shall be obligated only to pay the title insurance premium for the Agency's Owner's Policy to the extent of a standard coverage CLTA title insurance policy on the Cinema Parcel in the amount requested by Agency and reasonably approved by County. The Agency shall be responsible for paying the premium for any additional title insurance, including any extended coverage or special endorsements which it requests. County shall have no responsibility for paying the cost of any other title insurance premiums.



## SECTION 208      Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Cinema Parcel, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period, commencing prior to conveyance of title to the Cinema Parcel to the Agency, shall be borne by the County up to the date of conveyance of the Cinema Parcel. All ad valorem taxes and assessments levied or imposed for any period commencing after conveyance of title to the Cinema Parcel to the Agency shall be paid by the Agency. Nothing herein contained shall be deemed to prohibit Agency from contesting the validity or amount of any tax or assessment, nor to limit the remedies available to Agency in respect thereto. Without cost or expense to County, the County's Designated Official shall cooperate in good faith with Agency in connection with any such contest.

## SECTION 209      Occupants of the Cinema Parcel

The County agrees that title to the Cinema Parcel shall be conveyed free of any possession or right of possession except as may be approved by Agency in writing prior to the Close of Escrow.

## SECTION 210      Land Use Requirements

The Agency and County shall cause Ryan to obtain Entitlements for the development and operation of the Cinema/Mixed Use Project on the Cinema Parcel. It shall be a condition of the Close of Escrow that the City shall have issued and approved all Entitlements, approvals and permits necessary for the construction of the Cinema/Mixed Use Project. This Agreement does not (a) grant any land use entitlement to Agency, (b) supersede, nullify or amend any condition which may be imposed by the City in connection with approval of the Cinema/Mixed Use Project, (c) guarantee to Agency or any other party any profits from the development of the Cinema Parcel, or (d) amend any City laws, codes or rules. This is not a Development Agreement as provided in Government Code Section 65864. Without cost to County, County shall cooperate in good faith with Agency in connection with the City's Entitlement process.

SECTION 211      Condition of the Cinema Parcel

a. County covenants to provide to Agency copies of any and all reports, tests, studies and other data (referred to herein as the "Disclosed Documents") in the possession or control of County relating to the condition of the Cinema Parcel, including information concerning Hazardous Materials and seismic faulting. For purposes of this SECTION 211, the phrase "the possession or control of County" shall mean and be limited to the possession or control of the Real Estate Services Division of the Department of General Services. Agency acknowledges, represents, warrants and agrees that County shall not be responsible for and makes no representations or warranties about the accuracy or completeness of any documents or information concerning the Cinema Parcel, including Hazardous Materials and seismic faulting, obtained by Agency from any source, including, but not limited to information contained in or disclosed by the Disclosed Documents, any surveys, or any environmental reports or studies (except those prepared by County). Agency acknowledges, represents, warrants and agrees that Agency has not relied and shall not rely on County in any manner whatsoever with respect to any such documents or information, except that County has provided to Agency all of the Disclosed Documents in the possession or control of the County and will provide to Agency any additional Disclosed Documents which may hereafter come into the possession or control of County. Agency acknowledges, represents, warrants and agrees that Agency shall have no rights against County as a consequence of any information or misinformation obtained, completeness or incompleteness of documents, inaccuracies in any information or documents, failure of any person (other than the County) to make any disclosure, and shall have no claims against County as a consequence of County's failure to provide to Agency all of the Disclosed Documents in the possession or control of the County and to provide to Agency any additional Disclosed Documents which may hereafter come into the possession or control of County, except in each case to the extent of actual damage caused as the result of such failure. County shall have no obligation to provide to, or make available to Agency any documents or information, except as expressly required by the terms of this Agreement.

b. The Cinema Parcel shall be conveyed in an "as is" condition, with no warranty, express or implied by the County as to the condition of the soil (or water), its geology, or the presence of known or unknown faults.

c. If any conditions of the Cinema Parcel, or any part thereof, are not in all respects entirely suitable for the use or uses to which the Cinema Parcel will be put,

then it shall be the responsibility and obligation of the Agency to take or to cause Ryan to take such action as may be necessary to make the Cinema Parcel suitable for construction of the Cinema/Mixed Use Project.

#### SECTION 212      Preliminary Work by the Agency

a.      Representatives of the Agency shall at all reasonable times prior to the Closing have the right of access to and entry upon the Cinema Parcel for the purpose of obtaining data and making surveys and tests (including, without limitation, subsurface tests) necessary to carry out this Agreement. County agrees to cooperate with Agency to obtain any necessary or temporary ground water monitoring well permits.

b.      The Agency agrees to defend and hold the County and its officers, employees, attorneys, contractors and agents, harmless for any and all claims, liability and damages arising out of any work or activity of the Agency, its agents, or its employees permitted pursuant to this SECTION 212, except to the extent caused by the negligence or willful misconduct of County or its officers, employees, attorneys, contractors and agents. The County agrees to provide, or cause to be provided to the Agency all data and information pertaining to the Cinema Parcel that is available to the County.

#### SECTION 213      Indemnity.

As a material part of the consideration for this Agreement, and to the maximum extent permitted by law, Agency shall indemnify, protect, defend and hold harmless the County, with counsel reasonably acceptable to County, from and against any and all loss, liability, damage, claim, cost and expense (including reasonable attorneys' fees, court and litigation costs and fees of expert witnesses) resulting or arising from or in any way connected with the following, provided the Agency shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions of the County or its officers, employees, attorneys, contractors or agents:

a.      Commencing upon the Close of Escrow, or arising from any earlier entry onto the Cinema Parcel by Agency, the release or disposal by Agency on, in, under, about or adjacent to the Cinema Parcel of any Hazardous Materials, except to the extent (i) it is due to the acts, errors, omissions, negligence or willful misconduct of the County or its officers, employees, attorneys, contractors or agents, or (ii) it relates to Hazardous Materials existing or present on the Cinema Parcel as of the Close of Escrow;

b. Agency's development, marketing, sale or use of the Cinema Parcel;

c. Any plans or designs for improvements prepared by or on behalf of Agency, including without limitation any errors or omissions with respect to such plans or designs;

d. Demolition and construction of any buildings or other improvements on the Cinema Parcel by or on behalf of Agency, including without limitation, any mechanic's lien claims, claims relating to payment of prevailing wages, and any construction defects; and

e. Except as expressly provided otherwise in this Agreement, any loss or damage to County resulting from any inaccuracy in or breach of any representation or warranty of Agency, or resulting from any breach or default by Agency, under this Agreement.

The foregoing indemnity shall survive the Close of Escrow, Completion and termination of this Agreement.

### PART 3 AGENCY DDA

#### SECTION 301 Negotiation of Agency DDA

a. The Agency shall negotiate in good faith with Ryan to enter into the Agency DDA (as described in SECTION 106 of this Agreement), it being understood that such agreement shall be subject to the discretionary approval of the governing body of the Agency after a public hearing in accordance with applicable law.

b. Subject to entering into the Agency DDA, the Agency shall use its best efforts to require Ryan or Ryan's affiliate to develop the Cinema/Mixed Use Project on the Cinema Parcel in accordance with the Master Plan within a schedule of performance to be made part of the Agency DDA. The Agency shall retain such controls over the development of the Cinema Parcel as are customary in redevelopment agency agreements with developers.

c. The Agency shall retain the right to terminate its lease with Ryan or Ryan's affiliate as a means to ensure that the Cinema Parcel shall be developed in accordance with the Agency DDA.

#### SECTION 302      Conveyance to Ryan

The Agency DDA shall provide for the Agency to convey a long-term ground leasehold interest in the Cinema Parcel to Ryan or Ryan's affiliate not sooner than the date on which all of the conditions precedent to the Close of Escrow have been satisfied, as provided in SECTION 206.c. of this Agreement.

#### SECTION 303      Cost of Construction

The cost of developing the Cinema Parcel and constructing the Improvements, including any off-site or on-site improvements required by the City or any other governmental agency having jurisdiction over the Cinema Parcel, shall be without any cost to County.

#### SECTION 304      Insurance

Agency shall require Ryan to name County as an additional insured in any insurance policies that are required by the terms of the Agency DDA to name the Agency as an insured or additional insured prior to the completion of construction of the Cinema/Mixed Use Project.

#### SECTION 305      Nondiscrimination and Equal Opportunity

Agency shall obligate Ryan not to discriminate against any employee or applicant for employment on any basis prohibited by law and to provide equal opportunity in all employment practices. Prior to the Closing, Agency shall cause Ryan to prepare and submit for County approval a written program for participation of Disadvantaged Business Enterprises (DBE) in the construction and operation of the Cinema/Mixed Use Project. Construction of the Cinema/Mixed Use Project shall be subject to the terms of the approved DBE program.

SECTION 306      Local, State and Federal Laws

a.      The Agency shall cause Ryan to carry out the development, construction (including, without limitation, any and all public works, as defined by applicable law) and operation of the Cinema/Mixed Use Project on the Cinema Parcel in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages).

b.      The Agency shall cause Ryan to expressly acknowledge and agree that neither the Agency nor the County has ever previously affirmatively represented to Ryan or its contractor(s) in writing or otherwise, in a call for bids or otherwise, that the work to be covered by the bid or contract is not a “public work,” as defined in Section 1720 of the Labor Code.

c.      Agency shall cause Ryan to agree that Ryan shall have the obligation to provide any and all disclosures or identifications required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law.

d.      Agency shall cause Ryan to indemnify, protect, defend and hold harmless the Agency, County and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to Agency and County, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Cinema/Mixed Use Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Ryan of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages); (2) the implementation of SB 966, a bill pending in the California legislature as of the date of the parties’ negotiation of this Agreement; (3) the implementation of Section 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; and/or (4) failure by Ryan to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the

development, construction (as defined by applicable law) and operation of the Cinema/Mixed Use Project, including, without limitation, any and all public works (as defined by applicable law), Agency shall cause Ryan to bear all risks of payment or non-payment of state prevailing wages and/or the implementation of SB 966 and/or Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, and/or any other similar law. "Increased costs" as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after Completion.

#### SECTION 307      Disclaimer of Responsibility by County

The County neither undertakes nor assumes nor will have any responsibility or duty to Agency or to any third party to review, inspect, supervise, pass judgment upon or inform Agency or any third party of any matter in connection with the development or construction of the Cinema/Mixed Use Project on the Cinema Parcel, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Cinema Parcel, any person furnishing the same, or otherwise. Agency and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Agency or to any third party by the County in connection with such matter is for the benefit of the County, and neither Agency (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. The County shall not be responsible for any of the work of construction, improvement or development of the Cinema Parcel.

### PART 4      RESIDENTIAL ENTITLEMENTS

#### SECTION 401      Approval of Entitlements

a.      This Agreement and all the obligations of the County hereunder are subject to the condition that the City will approve Entitlements for the Residential Parcel consistent with this PART 4.

b.      The County and Agency shall cooperate with Ryan to identify a portion of the Property of approximately nine (9) to fifteen (15) acres that would be appropriate for the development of high density residential uses (the "Residential Parcel"). The selected Residential Parcel shall be identified in the Master Plan submitted to the City for approval of the Entitlements.

c. It is and shall be the intention of the Agency and County to maximize the density of development to be permitted on the Residential Parcel, in that the County will sell the Residential Parcel, at fair market value, to a partnership consisting of Ryan and a qualified residential co-developer. Therefore, it shall be a condition to the County's obligations hereunder that the Entitlements approved by the City shall provide for the development of approximately 22 to 30 dwelling units per acre on the Residential Parcel, permitting not less than 200 but not more than 300 dwelling units on the Residential Parcel.

d. The dwelling units shall be market-rate "for-sale" multifamily units, with tuck-under parking or Type I garage deck.

e. Prior to the Closing, Agency and County shall cause Ryan to prepare and shall submit to the Agency and County for approval a proposed subdivision map or condominium map (the "Residential Map"), which when recorded will constitute the Residential Parcel as a separate legal lot or collection of separate legal lots. Prior to the Closing, Agency and County shall cause Ryan to obtain all necessary governmental approvals of the Map and record the Map substantially in the form approved by the County and Agency.

## PART 5 USE OF THE CINEMA PARCEL

### SECTION 501 Uses

The Agency covenants and agrees for itself, its successors, its assigns and every successor in interest to the Cinema Parcel or any part thereof, that the Agency, its successors and assignees shall devote the Cinema Parcel to the uses specified in this Agreement and the County Grant Deed.

### SECTION 502 Maintenance of the Cinema Parcel

Agency, its successors and assigns, shall maintain the Cinema Parcel as provided in the County Grant Deed.



SECTION 503      Obligation to Refrain from Discrimination

The Agency covenants and agrees for itself, its successors, its assigns and every successor in interest to the Cinema Parcel or any part thereof, there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Cinema Parcel nor shall the Agency itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Cinema Parcel.

SECTION 504      Effect and Duration of Covenants

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the parties to this Agreement and their respective successors in interest to the Cinema Parcel or any part thereof for the benefit and in favor of the other party and its respective its successors and assigns. Such covenants as are to survive the Completion shall be contained in the County Grant Deed and shall remain in effect for the respective periods specified therein.

PART 6      DEFAULTS, REMEDIES AND TERMINATION

SECTION 601      Defaults - General

a.      Subject to the extensions of time set forth in SECTION 602, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b.      The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to

institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of thirty (30) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured party.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party. In no event shall the injured party be precluded from exercising remedies if its economic interests become or are about to become materially jeopardized by any failure to cure a default.

#### SECTION 602      Institution of Legal Actions

In addition to any other rights or remedies (and except as otherwise provided in this Agreement), either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court of that county, or in the United States District Court for the Southern District of California.

#### SECTION 603      Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

#### SECTION 604      Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### SECTION 605      Damages

Subject to the notice and cure provisions of SECTION 601, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in SECTION 601, the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

#### SECTION 606      Specific Performance

Subject to the notice and cure provisions of SECTION 601, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in SECTION 601, the non-defaulting party, at its option, may thereafter (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

#### SECTION 607      Termination by Either Party

Prior to the Closing, either party shall have the right to terminate this Agreement, by providing written notice to the other party, in the event of a failure of any condition precedent to the Close of Escrow, provided that such condition is for the benefit of the party seeking to terminate this Agreement and the failure of such condition is outside the control of the party seeking to terminate this Agreement.

SECTION 608      Termination by the Agency

Prior to the Closing, subject to the notice and cure provisions of SECTION 601, Agency shall have the right to terminate this Agreement, by providing written notice to the County in the event of County's failure to deliver title to the Cinema Parcel when and as required by this Agreement as the result of a default by County hereunder.

SECTION 609      Termination by County

Prior to the Closing, subject to the notice and cure provisions of SECTION 601, County shall have the right to terminate this Agreement by providing written notice to Agency, in the event of a material default by Agency or failure of any condition precedent to the Close of Escrow which is for the benefit of County and in the control of Agency

PART 7      GENERAL PROVISIONS

SECTION 701      Notices

Formal notices, demands and communications between County and Agency shall be deemed sufficiently given if dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of County and Agency as set forth in SECTIONS 105 and 106 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

## SECTION 702

### Enforced Delay: Extension of Time of Performance

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of the City of Santee or any other public or governmental agency or entity (except that acts or failure to act of County shall not excuse performance of County), including but not limited to failure or delay to issue any required permit or approval despite the Agency's having taken all reasonable actions required for such permit or approval, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by the County and the Agency.

## SECTION 703

### Conflict of Interest

a. No member, official, or employee of County shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

b. Agency warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

SECTION 704      Nonliability of County Officials and Employees

No member, official, agent, legal counsel or employee of County shall be personally liable to Agency, or any successor in interest in the event of any default or breach by County or for any amount which may become due to Agency or successor or on any obligation under the terms of this Agreement.

SECTION 705      Approvals

a. Except as otherwise expressly provided in this Agreement, approvals required of County or Agency in this Agreement, including the attachments hereto, shall not be unreasonably withheld, conditioned or delayed. All approvals shall be in writing. Failure by either party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval, and failure by either party to disapprove a matter within the time provided for approval of the matter shall not be deemed an approval.

b. Except as otherwise expressly provided in this Agreement, approvals required of the County shall be deemed granted by the written approval of the County's Designated Official. If the County's Designated Official is other than the County's Director of General Services, the County shall provide notice to Agency of the name and title of any person designated by the County's Director of General Services to be the County's Designated Official on a timely basis, and to provide updates from time to time. Notwithstanding the foregoing, the County's Designated Official may, in his or her sole discretion, refer to the County Board of Supervisors any item requiring County approval; otherwise, "County approval" shall mean and refer to approval by the County's Designated Official.

SECTION 706      Real Estate Commissions

Neither Agency nor County shall be liable for any real estate commissions or brokerage fees which may arise from this Agreement. Agency and County each represents that it has engaged no broker, agent or finder in connection with this Agreement.

a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

b. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

c. The captions of the parts, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

d. References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) shall mean, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

SECTION 708      Time of Essence

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

SECTION 709      No Partnership

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other relationship between the parties hereto other than purchaser and seller, and lender and borrower, according to the provisions contained herein, or cause County to be responsible in any way for the debts or obligations of Agency, or any other party.

SECTION 710      Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

SECTION 711      No Third Party Beneficiaries

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of County and Agency, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

SECTION 712      Authority to Sign

Agency and County hereby represent that the persons executing this Agreement on their behalf have full authority to do so and to bind each of the Agency and County to perform pursuant to the terms and conditions of this Agreement.



SECTION 713      Incorporation by Reference

Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

SECTION 714      Counterparts

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

PART 8      ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a.      This Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This Agreement includes \_\_\_\_\_ (\_\_\_\_) pages and three (3) attachments, which constitutes the entire understanding and agreement of the parties.

b.      This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

c.      All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of County or Agency, and all amendments hereto must be in writing and signed by the appropriate authorities of County and Agency.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, County and Agency have signed this Agreement as of the dates set opposite their signatures.

COUNTY OF SAN DIEGO

Dated:\_\_\_\_\_

By:\_\_\_\_\_

Name:

Title:

APPROVED AND/OR AUTHORIZED BY THE BOARD  
OF SUPERVISORS OF THE COUNTY OF SAN DIEGO

DATE: \_\_\_\_\_ MINUTE ORDER NO. \_\_\_\_

THOMAS J. PASTUSZKA  
CLERK OF THE BOARD OF SUPERVISORS

By: \_\_\_\_\_

Deputy Clerk

APPROVED AS TO FORM AND LEGALITY  
John J. Sansone, County Counsel

By: \_\_\_\_\_

William Dean Smith

KANE, BALLMER & BERKMAN  
County Special Counsel

By: \_\_\_\_\_

REDEVELOPMENT AGENCY OF THE CITY OF  
SANTEE

Dated: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:  
BEST, BEST & KRIEGER  
Agency General Counsel

By: \_\_\_\_\_

ATTACHMENT NO. 1

SITE MAP

[BEHIND THIS PAGE]

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF CINEMA PARCEL

[BEHIND THIS PAGE]

ATTACHMENT NO. 3

FORM OF GRANT DEED

[BEHIND THIS PAGE]